

EXHIBIT 64

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO / TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS PARA EL
DISTRITO DE PUERTO RICO

Fill in this information to identify the case (Select only one Debtor per claim form). /
Llene esta información para identificar el caso (seleccione sólo un deudor por formulario de reclamación).

<input type="checkbox"/> Commonwealth of Puerto Rico El Estado Libre Asociado de Puerto Rico	Case No. 17-bk-03283	Petition Date: May 3, 2017
<input type="checkbox"/> Puerto Rico Sales Tax Financing Corporation (COFINA) La Corporación del Fondo de Interés Apremiante de Puerto Rico	Case No. 17-bk-03284	Petition Date: May 5, 2017
<input type="checkbox"/> Puerto Rico Highways and Transportation Authority La Autoridad de Carreteras y Transportación de Puerto Rico	Case No. 17-bk-03567	Petition Date: May 21, 2017
<input type="checkbox"/> Employees Retirement System of the Government of the Commonwealth of Puerto Rico El Sistema de Retiro de los Empleados del Gobierno del Estado Libre Asociado de Puerto Rico	Case No. 17-bk-03566	Petition Date: May 21, 2017
<input checked="" type="checkbox"/> Puerto Rico Electric Power Authority La Autoridad de Energía Eléctrica de Puerto Rico	Case No. 17-bk-04780	Petition Date: July 2, 2017



- ☒ Date Stamped Copy Returned
☐ No Self-Addressed Stamped Envelope
☐ No Copy Provided

Modified Official Form 410 / Formulario Oficial 410 Modificado

Proof of Claim / Evidencia de reclamación

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a Title III case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy or subject to confidentiality on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

Lea las instrucciones antes de completar este formulario. Este formulario está diseñado para realizar una reclamación de pago en un caso en virtud del Título III. No utilice este formulario para solicitar el pago de un gasto administrativo que no sea una reclamación que reúna los requisitos para ser tratada como prioridad administrativa conforme al Título 11 § 503(b) (9) del U.S.C. Ese tipo de solicitud debe realizarse de conformidad con el Título 11 § 503 del U.S.C.

Quienes presenten la documentación deben omitir o editar información que reúna los requisitos para ser tratada con privacidad o confidencialidad en este formulario o en cualquier otro documento adjunto. Adjunte copias editadas de cualquier otro documento que respalde la reclamación, tales como pagarés, órdenes de compra, facturas, balances detallados de cuentas en funcionamiento, contratos, resoluciones judiciales, hipotecas y acuerdos de garantías. No adjunte documentos originales, ya que es posible que los documentos adjuntos se destruyan luego de analizarlos. En caso de que los documentos no estén disponibles, explique los motivos en un anexo.

Fill in all the information about the claim as of the Petition Date.

Complete toda la información acerca de la reclamación a la fecha en la que se presentó el caso.

Part 1 / Parte 1 Identify the Claim / Identificar la reclamación

1. Who is the current creditor?

¿Quién es el acreedor actual?

National Public Finance Guarantee Corporation

Name of the current creditor (the person or entity to be paid for this claim)
Nombre al acreedor actual (la persona o la entidad a la que se le pagará la reclamación)

Other names the creditor used with the debtor
Otros nombres que el acreedor usó con el deudor MBIA Insurance Corp. (MBIA Corp.)

Claim Number: 23396

2. Has this claim been acquired from someone else? ¿Esta reclamación se ha adquirido de otra persona?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. From whom? Sí. ¿De quién? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) ¿A dónde deberían enviarse las notificaciones al acreedor? Norma federal del procedimiento de quiebra (FRBP, por sus siglas en inglés) 2002(g)	Where should notices to the creditor be sent? ¿A dónde deberían enviarse las notificaciones al acreedor? Legal Department c/o Gary Saunders Name / Nombre 1 Manhattanville Road Number / Número Street / Calle Purchase NY 10577 City / Ciudad State / Estado ZIP Code / Código postal 914.765.3333 Contact phone / Teléfono de contacto Contact email / Correo electrónico de contacto	Where should payments to the creditor be sent? (if different) ¿A dónde deberían enviarse los pagos al acreedor? (En caso de que sea diferente) Name / Nombre Number / Número Street / Calle City / Ciudad State / Estado ZIP Code / Código postal Contact phone / Teléfono de contacto Contact email / Correo electrónico de contacto
4. Does this claim amend one already filed? ¿Esta reclamación es una enmienda de otra presentada anteriormente?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Sí. Número de reclamación en el registro de reclamaciones judiciales (en caso de saberlo) _____ Filed on / Presentada el _____ (MM / DD / YYYY) / (DD / MM / AAAA)	
5. Do you know if anyone else has filed a proof of claim for this claim? ¿Sabe si alguien más presentó una evidencia de reclamación para esta reclamación?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. Who made the earlier filing? Sí. ¿Quién hizo la reclamación anterior? _____	

Part 2 / Parte 2:

Give Information About the Claim as of the Petition Date

Complete toda la información acerca de la reclamación desde la fecha en la que se presentó el caso.

6. Do you have a claim against a specific agency or department of the Commonwealth of Puerto Rico? ¿Tiene una reclamación en contra de algún organismo o departamento específico del Estado Libre Asociado de Puerto Rico?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. Identify the agency or department and contact name. (A list of Commonwealth of Puerto Rico agencies and departments is available at: https://cases.primeclerk.com/puertorico/ .) Sí. Identifique el organismo o departamento y nombre del representante. (Una lista de agencias y departamentos del Estado Libre Asociado de Puerto Rico está disponible en: https://cases.primeclerk.com/puertorico/).
7. Do you supply goods and / or services to the government? ¿Proporciona bienes y / o servicios al gobierno?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. Provide the additional information set forth below / Sí. Proporcionar la información adicional establecida a continuación: Vendor / Contract Number Número de proveedor / contrato: _____ List any amounts due after the Petition Date (listed above) but before June 30, 2017: Anote la cantidad que se le debe después de la fecha que se presentó el caso (mencionados anteriormente), pero antes del 30 de junio de 2017 \$ _____

8. How much is the claim? ¿Cuál es el importe de la reclamación?	<div style="display: flex; justify-content: space-between;"><div>\$ <u>See attached addendum</u></div><div>Does this amount include interest or other charges? ¿Este importe incluye intereses u otros cargos?</div></div> <div style="margin-top: 5px;"><input type="checkbox"/> No / No</div> <div style="margin-top: 5px;"><input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). Sí. Adjunte un balance con intereses detallados, honorarios, gastos u otros cargos exigidos por la Norma de Quiebras 3001(c)(2)(A).</div>
9. What is the basis of the claim? ¿Cuál es el fundamento de la reclamación?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p>Por ejemplo: Venta de bienes, préstamo de dinero, arrendamiento, prestación de servicios, lesiones personales u homicidio culposo, o tarjetas de crédito. Adjunte copias editadas de cualquier documento que respalde la reclamación conforme a lo exigido por la Norma de Quiebras 3001(c). Limite la divulgación de información que reúne los requisitos para ser tratada con privacidad, tal como información sobre atención médica.</p> <p style="text-align: center; margin-top: 20px;"><u>See attached addendum</u></p>
10. Is all or part of the claim secured? ¿La reclamación está garantizada de manera total o parcial?	<div style="margin-bottom: 10px;"><input type="checkbox"/> No / No</div> <div style="margin-bottom: 10px;"><input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Sí. La reclamación está garantizada por un derecho de retención sobre un bien.</div> <div style="margin-bottom: 10px;">Nature of property / Naturaleza del bien: <input type="checkbox"/> Motor vehicle / Vehículos</div> <div style="margin-bottom: 10px;"><input checked="" type="checkbox"/> Other. Describe: Otro. Describir: <u>See attached addendum</u></div> <div style="margin-bottom: 10px;">Basis for perfection / Fundamento de la realización de pasos adicionales: _____</div> <div style="margin-bottom: 10px;"><small>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</small> <small>Adjunte copias editadas de documentos, si los hubiere, que demuestre la realización de pasos adicionales para hacer valer un derecho de garantía (por ejemplo, una hipoteca, un derecho de retención, un certificado de propiedad, una declaración de financiamiento u otro documento que demuestre que se ha presentado o registrado un derecho de retención.</small></div> <div style="margin-bottom: 10px;">Value of property / Valor del bien: \$ _____</div> <div style="margin-bottom: 10px;">Amount of the claim that is secured / Importe de la reclamación que está garantizado: \$ _____</div> <div style="margin-bottom: 10px;">Amount of the claim that is unsecured / Importe de la reclamación que no está garantizado: \$ _____ <small>(The sum of the secured and unsecured amounts should match the amount in line 7.)</small> <small>(La suma del importe garantizado y no garantizado debe coincidir con el importe de la línea 7.)</small></div> <div style="margin-bottom: 10px;">Amount necessary to cure any default as of the Petition Date / Importe necesario para compensar toda cesación de pago a la fecha que se presentó el caso : \$ _____</div> <div style="margin-bottom: 10px;">Annual Interest Rate (on the Petition Date) Tasa de interés anual (cuando se presentó el caso) _____ % <input type="checkbox"/> Fixed / Fija <input type="checkbox"/> Variable / Variable</div>
11. Is this claim based on a lease? ¿Esta reclamación está basada en un arrendamiento?	<div style="margin-bottom: 10px;"><input checked="" type="checkbox"/> No / No</div> <div style="margin-bottom: 10px;"><input type="checkbox"/> Yes. Amount necessary to cure any default as of the Petition Date. Sí. Importe necesario para compensar toda cesación de pago a partir de la que se presentó el caso \$ _____</div>

12. Is this claim subject to a right of setoff? ¿La reclamación está sujeta a un derecho de compensación?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. Identify the property / Sí. Identifique el bien: _____
13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? ¿La reclamación, total o parcial, cumple los requisitos para ser tratada como prioridad administrativa conforme al Título 11 § 503(b)(9) del U.S.C.?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the Petition Date in these Title III case(s), in which the goods have been sold to the debtor in the ordinary course of such debtor's business. Attach documentation supporting such claim. Sí. Indique el importe de la reclamación que surge del valor de cualquier bien recibido por el deudor dentro de los 20 días anteriores a la fecha de inicio en estos casos del Título III, en el que los bienes se han vendido al deudor en el transcurso normal de los negocios del deudor. Adjunte la documentación que respalda dicha reclamación.

Part 3 / Parte 3:

Sign Below / Firmar a continuación

The person completing this proof of claim must sign and date it.
FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

La persona que complete esta evidencia de reclamación debe firmar e indicar la fecha.
FRBP 9011(b).

Si presenta esta reclamación de manera electrónica, la FRBP 5005(a)(2) autoriza al tribunal a establecer normas locales para especificar qué se considera una firma.

Check the appropriate box / Marque la casilla correspondiente:

- ☒ I am the creditor. / Soy el acreedor.
☐ I am the creditor's attorney or authorized agent. / Soy el abogado o agente autorizado del acreedor.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. / Soy el síndico, el deudor o su agente autorizado. Norma de quiebra 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. / Soy el garante, fiador, endosante u otro codeudor. Norma de quiebra 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

Comprendo que una firma autorizada en esta *Evidencia de reclamación* se considera como un reconocimiento de que al calcular el importe de la reclamación, el acreedor le proporcionó al deudor crédito para todo pago recibido para saldar la deuda.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

He leído la información en esta *Evidencia de reclamación* y tengo motivos razonables para suponer que la información es verdadera y correcta.

I declare under penalty of perjury that the foregoing is true and correct. / Declaro bajo pena de perjurio que lo que antecede es verdadero y correcto.

Executed on date / Ejecutado el: 5/22/18 (MM/DD/YYYY) / (DD/MM/AAAA)

Signature / Firma _____

Print the name of the person who is completing and signing this claim / Escriba en letra de imprenta el nombre de la persona que completa y firma esta reclamación:

Name	Gary	Alan	Saunders
	First name / Primer nombre	Middle name / Segundo nombre	Last name / Apellido
Title / Cargo	Managing Director, Deputy General Counsel / Asst. Secretary		
Company / Compañía	National Public Finance Guarantee Corporation		
	Identify the corporate servicer as the company if the authorized agent is a servicer. Identifique al recaudador corporativo como la compañía si el agente autorizado es un recaudador.		
Address / Dirección	1 Manhattanville Road		
	Number / Número	Street / Calle	
	Purchase	NY	10577
	City / Ciudad	State / Estado	ZIP Code / Código postal
Contact phone / Teléfono de contacto	914.765.3923		Email / Correo electrónico gary.saunders@mbia.com

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

In re:

THE FINANCIAL OVERSIGHT AND
MANAGEMENT BOARD FOR PUERTO RICO,

as representative of

THE COMMONWEALTH OF PUERTO RICO,

Debtor.

PROMESA
Title III

No. 17 BK 3283-LTS

In re:

THE FINANCIAL OVERSIGHT AND
MANAGEMENT BOARD FOR PUERTO RICO,

as representative of

PUERTO RICO ELECTRIC POWER AUTHORITY,

Debtor.

PROMESA
Title III

No. 17 BK 4780-LTS

**ADDENDUM TO PROOF OF CLAIM OF
NATIONAL PUBLIC FINANCE GUARANTEE CORPORATION**

**Puerto Rico Electric Power Authority Power Revenue Bonds,
Series 2016A, 2016B and 2016C**

1. National Public Finance Guarantee Corporation ("**National**") hereby submits this addendum to its proof of claim (together, the "**Proof of Claim**") against the Puerto Rico Electric Power Authority ("**PREPA**" or the "**Authority**").

2. On May 3, 2017, the Financial Oversight and Management Board for Puerto Rico (the "**Oversight Board**") commenced a proceeding on behalf of the Commonwealth of Puerto Rico (the "**Commonwealth**") under Title III of the Puerto Rico Oversight, Management, and Economic Stability Act ("**PROMESA**"). On July 2, 2017 (the "**Petition Date**"), the Oversight Board commenced a proceeding on behalf of PREPA under Title III of PROMESA.

3. Pursuant to an order, dated February 15, 2018 [Case No. 17-3283, Docket No. 2521], the Court established May 29, 2018, as the “Bar Date” to assert any claims against PREPA that arose prior to the Petition Date. As more fully described herein, National submits this Proof of Claim for amounts and other obligations that are owed or may be owed to National under the Documents (as defined below), under other applicable law, or in equity (all such obligations, the “**Claims**”).

Basis for the Claims

4. **PREPA and the PREPA Bonds**. PREPA was established as a public corporation under the Puerto Rico Electric Power Authority Act, Act No. 83 of May 2, 1941, P.R. Law Ann. tit. 22 § 191, *et seq.* (as amended, reenacted, and supplemented, the “**PREPA Enabling Act**”), to own and operate electricity production and transmission assets. Section 16 of the PREPA Enabling Act authorized PREPA to issue bonds to the public. *See* P.R. Laws. Ann. tit. 22 § 206. Pursuant to the PREPA Enabling Act, PREPA issued bonds (the “**PREPA Bonds**”) under that certain Trust Agreement, dated as of January 1, 1974 (as amended and supplemented, the “**Trust Agreement**”), by and between PREPA, as issuer, and First National City Bank, as the original trustee. U.S. Bank National Association (“**U.S. Bank**”), is the successor trustee under the Trust Agreement (in such capacity, the “**Trustee**”).

5. The PREPA Bonds and all of PREPA’s obligations in respect of the PREPA Bonds are secured by, among other things, (i) a lien on, pledge of and security interest in PREPA’s present and future revenues, including, without limitation, all Revenues¹ of the System, (ii) certain intangibles pledged under the Trust Agreement or provided for in the PREPA Enabling Act, and certain covenants, obligations and undertakings, and (iii) other moneys and investments as provided under the Trust Agreement, the resolutions of PREPA’s governing

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Trust Agreement.

board authorizing the issuance of the PREPA Bonds (each, an “**Authorizing Resolution**”), and the PREPA Enabling Act, including all monies and investments held in trust or required to be held in trust by PREPA at Depositories or otherwise in special accounts or funds under the Trust Agreement.²

6. Uniform Commercial Code financing statements have been filed in appropriate filing offices to the extent the Uniform Commercial Code may be applicable to the perfection of security interests in property of PREPA described herein, and are publicly available.

7. **The Series 2016A and Series 2016B Power Revenue Bonds.** PREPA issued the Power Revenue Bonds, Series 2016A and Series 2016B, scheduled to mature on July 1, 2019, pursuant to that certain Bond Purchase Agreement, dated as of January 27, 2016, by and between PREPA, Assured Guaranty Corp., Assured Guaranty Municipal Corp., National, and Certain Members of the Ad Hoc Group as the Participating Holders (as amended, the “**Series 2016A/B BPA**”), pursuant to the eighteenth supplemental agreement to the Trust Agreement (as amended, the “**Eighteenth Supplement**”), and pursuant to multiple resolutions of PREPA’s governing board authorizing issuance of such Bonds.

8. **The Series 2016C Power Revenue Bonds.** PREPA also issued the Power Revenue Bonds, Series 2016C (together with the Series 2016A and Series 2016B Power Revenue Bonds, the “**Series 2016 Bonds**”) pursuant to that certain Bond Purchase Agreement, dated as of June 29, 2016, by and between PREPA, Assured Guaranty Corp., Assured Guaranty Municipal Corp., National, Syncora Guarantee Inc., and Certain Members of the Ad Hoc Group as the Participating Holders (together with the Series 2016A/B BPA, the “**Bond Purchase**

² The Revenues, as well as monies held in accounts established under the Trust Agreement, are special revenues, as such term is defined in section 902(2) of the Bankruptcy Code.

Agreements”), pursuant to the nineteenth supplemental agreement to the Trust Agreement (together with the Eighteenth Supplement, the “**2016 Bond Supplements**”), and pursuant to Resolution No. 4391 adopted by PREPA’s governing board on June 28, 2016. The Series 2016C Power Revenue Bonds were scheduled to mature, as applicable, on January 1, 2018, July 1, 2018, January 1, 2020, and July 1, 2020.

9. As set forth more fully in **Exhibit A** attached hereto, National purchased \$139,170,909.00 in aggregate principal amount of the Series 2016 Bonds (*see* Bond Purchase Agreements), all of which principal amount is currently outstanding. Interest on the Series 2016 Bonds is compounded semi-annually on January 1 and July 1 of each year until payment of the accreted value, subject to any reductions in accreted value resulting from redemption in accordance with the terms of the Series 2016 Bonds.³ PREPA failed to make mandatory redemption payments of the accreted value on the Series 2016 Bonds on July 1, 2017 and January 1, 2018.

10. The Series 2016 Bonds, the Trust Agreement (including the 2016 Bond Supplements), the Bond Purchase Agreements, and any and all other documents cited herein or related to the foregoing are referred to collectively herein as the “**Documents**.” Because of their substantial volume, the Documents have not been attached to this Proof of Claim, but are incorporated herein by reference and are available upon request.

Components of the Claims

11. By this Proof of Claim, National asserts (i) a secured Claim for no less than \$139,170,909.00, representing the aggregate principal amount of the Series 2016 Bonds

³ The Series 2016 Bonds and the Bond Purchase Agreements provide for mandatory redemption semi-annually on January 1 and July 1 of principal equal to the amount of accreted interest on the Series 2016 Bonds as of such date (*i.e.*, payment of the difference between the accreted value as of such date and unpaid original principal amount of the Series 2016 Bonds).

purchased by National and (ii) a secured, unliquidated Claim for interest that has accrued or will accrue in respect of the Series 2016 Bonds, as determined pursuant to the terms of the Series 2016 Bonds.

12. **Reimbursement.** By this Proof of Claim, National asserts a secured, contingent and/or unliquidated claim for any amounts paid and the amount of any and all costs, expenses, and fees incurred by National in connection with the Series 2016 Bonds, to the extent allowed under the Amended and Restated Restructuring Support Agreement, dated as of March 14, 2016, among PREPA, the Puerto Rico Fiscal Agency and Financial Advisory Authority, National, and certain other parties signatory thereto, as heretofore supplemented, the Documents, and by applicable law.

13. **Other Claims.** In addition to the Claims set forth herein and any and all rights and remedies National may now have (or may hereafter acquire) under the Documents, National reserves the right to assert a Claim for all other amounts that PREPA may owe to National under the Documents, whether accruing before or after the Petition Date, and whether contingent, unliquidated or liquidated.

14. National further reserves the right to assert a Claim against PREPA for (i) PREPA's violations of its obligations under the Trust Agreement, including, without limitation, violations of sections 501, 502, and 505 of the Trust Agreement, and (ii) any or all acts or omissions of PREPA that, directly or indirectly, prevented the payment of, or impaired the value of the collateral securing, the Series 2016 Bonds, including, without limitation, the acts and omissions alleged in the *Motion of Ad Hoc Group of PREPA Bondholders, National Public Finance Guarantee Corporation, Assured Guaranty Corp., Assured Guaranty Municipal Corp.,*

and Syncora Guarantee Inc. for Relief from the Automatic Stay to Allow Movants to Enforce their Statutory Right to have a Receiver Appointed [Case No. 17 BK 4780-LTS, Dkt No. 74].

Reservation of Rights

15. National does not waive or release, and expressly reserves, all rights and remedies at law or in equity that it has or may have against PREPA and/or any other person or entity, including, without limitation, the Commonwealth and any of its instrumentalities.

16. National reserves the right to amend, modify, supplement, reclassify, or otherwise revise this Proof of Claim at any time and in any respect, including, without limitation, as necessary or appropriate to amend, quantify, or correct amounts, to provide additional detail regarding the Claims set forth herein, to fix the amount of any contingent and/or unliquidated part of the Claims, to assert additional grounds for any of the Claims, or to reflect any and all additional claims of whatever kind or nature that National has or may have against PREPA, including, without limitation, any claims arising after the Petition Date.

17. The execution and filing of this Proof of Claim is not and shall not be deemed any of the following: (i) a waiver of any rights or remedies of National under any agreement or applicable law; (ii) a waiver of any right to assert that the security or priority of any Claim asserted herein is that of an administrative expense, an unsecured claim, a secured claim, or a priority claim in this case; (iii) a waiver of the right to challenge the jurisdiction of this Court with respect to the subject matter of the Claims asserted herein, any objection or other proceeding commenced with respect thereto, or any other proceeding commenced in this case against or otherwise involving National; (iv) a waiver or release by National of its right to trial by jury or a consent by National to a trial by jury in this Court or any other court; (v) an admission that any matter is a matter as to which this Court can enter a final judgment; (vi) a waiver of the right to argue that the Court lacks the authority to enter final orders; (vii) a consent

to the entry by this Court of a final judgment with respect to the Claims asserted herein or any other matter; (viii) an election of remedies that waives or otherwise affects any other remedy; (ix) a waiver or release of National's claims or rights against any other entity or person that may be liable for all or any part of the Claims or any matters related to the Claims; and/or (x) a waiver of any right related to any plan of adjustment proposed in this Title III proceeding. Neither this Proof of Claim nor any of its contents shall be deemed or construed as an acknowledgement or admission of any liability or obligation on the part National. National specifically reserves all of its defenses and rights, procedural and substantive, including, without limitation, its rights with respect to any claim that may be asserted against National or any of its affiliates, by PREPA or any other party.

18. National reserves all rights with respect to any and all claims under the Series 2016 Bonds and the other Documents, including, without limitation, with respect to setoff, recoupment, or otherwise.

19. Although National is not aware of any other entity filing a proof of claim relating to National's claims set forth herein, upon information and belief the Trustee is filing proofs of claim on behalf of the owners of the Series 2016 Bonds. Nothing contained in this Proof of Claim is intended to, or shall, waive, amend, or modify any rights of National preserved by or asserted through (whether directly or indirectly) any proof of claim filed by the Trustee with respect to the Series 2016 Bonds.

Right of Setoff

20. National reserves all rights of setoff and recoupment that it may have. To the extent PREPA asserts any claim against National, National shall have a secured claim to the extent of its right of setoff under section 553 of the Bankruptcy Code, as incorporated into Title

III of PROMESA, against such claim with respect to the Claims asserted herein and any amendments thereto.

Claims Arising on or After the Petition Date

21. The filing of this Proof of Claim does not waive, alter, or otherwise affect any rights National may have with respect to any claims created or otherwise arising on or after the Petition Date. National expressly reserves its right to file any and all such claims or similar claims at the appropriate time.

Notice

22. Copies of all notices and communications concerning this Proof of Claim should be sent to:

Gary A. Saunders
NATIONAL PUBLIC FINANCE
GUARANTEE CORPORATION
1 Manhattanville Road
Purchase, NY 10577
(914) 765-3923
Email: Gary.Saunders@mbia.com

With copies to:

Marcia L. Goldstein, Esq.
Debora A. Hoehne, Esq.
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: marcia.goldstein@weil.com
debora.hoehne@weil.com

Attorneys for National Public Finance Guarantee Corporation

Exhibit A

**Puerto Rico Electric Power Authority
Power Revenue Bonds, Series 2016A, 2016B, and 2016C**

Series	Aggregate Principal Amount Purchased by National	Interest Rate	Scheduled Maturity
2016A	\$17,285,455.00	10.0%	July 1, 2019
2016B	\$17,285,454.00	10.0%	July 1, 2019
2016C	\$104,600,000.00	5.40%	January 1, 2018 through July 1, 2020
Total:	\$139,170,909.00		

Prime Clerk



Manhattan

CLAIM/BALLOT HAND DELIVERY CONFIRMATION SHEET

DATE RECEIVED: 5-25-18

CASE: Commonwealth of Puerto Rico

NO. OF CLAIMS: 18

NO. OF BALLOTS: _____

COPIES: 18

RECEIVED BY: SVH